File Number: (1)-155

Prepared By & Return To: Bridgforth & Buntin P. O. Box 241 Southaven, MS 38671

(601) 393-4450

FILED FILED FOR STATE MS.-DESOTO CO.

BK 368 PO 56 W.F. DAVID OF OLK.

WARRANTY DEED

DESOTO VENTURE, LLC - A TENNESSEE LIMITED LIABILITY COMPANY

GRANTORS

TO

BETTY GUSTAFSON

GRANTEES

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, DESOTO VENTURE, LLC - A Tennessee Limited Liability Company, does hereby sell, convey and warrant unto BETTY GUSTAFSON the land lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to-wit:

Lot 50, Phase 1, The Lakes of Cedar Grove, situated in Section 7, Township 3 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 55, Pages 37-38, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Warranty in this deed is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in effect in City of Hernando, DeSoto County, Mississippi, and further subject to all applicable building restrictions and restrictive covenants of record; and further subject to The Lakes of Cedar Grove Owners Association; and further subject to covenants set out in Deed Book 309, Page 370, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Grantor makes no warranty as to soil conditions on subject property occasioned by use of fill dirt to develop subject property; and Grantor will not be responsible or liable for any claims or any kind or character because of subject property containing filled land.

Grantee shall be obligated to comply with all of the requirements of the Declaration of Covenants, Conditions and Restrictions for The Lakes of Cedar Grove Subdivision relative to subject property conveyed hereby, including, without limitation, the provisions for architectural review and the completion of the approved improvements. Grantee will not convey subject property until a certificate of compliance for subject property has been issued by the Grantor or The Lakes of Cedar Grove Owners Association.

Taxes for the current year have been pro-rated.

Possession is to be given with delivery of Deed.

WITNESS the signature of the duly authorized representative of said DeSoto Venture, LLC this the 23rd day of February, 2000.

DESOTO VENTURE, LLC -

John A DeCell - Chief Manager

STATE OF MISSISSIPPI **COUNTY OF DESOTO**

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this the 23rd day of February, 2000, within my jurisdiction, the within named John A. DeCell, Chief Manager of the above named DESOTO VENTURE, LLC, who acknowledged that for and on its behalf, and after having been authorized so to do, he signed and delivered the foregoing instrument on the day and year therein mentioned and as its act and deed.

My Commission expires: MY COMMISSION EXPIRES FEB. 24, 2003 BONDED THRU STEGALL NOTATH SERVICE

Grantor's Address & Phone: 5178 Wheelis, Suite 2 Memphis, TN 38117 Business: 684-6600

NOTARY PUBLIC

Grantee's Address & Rhone OTAR

1813 Tina Drive Business: 241-2192. BLIC